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SERIES I No. 27

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

### EXTRAORDINARY

### No. 2

#### GOVERNMENT OF GOA

Department of Panchayati Raj &  
Community Development

Directorate of Panchayats

#### Notification

19/DP/Allot. of shop/19-20/4141

1. Whereas the draft Rules of the Goa Panchayat (Allotment of premises on rent built in Panchayat area) Rules, 2020, was prepublished as required by sub-section (1) of section 240 of the Goa Panchayat Raj Act, 1994 (Goa Act 14 of 1994) in the Official Gazette (Extraordinary), Series I No. 17, dated 24th July, 2020 under Notification No. 19/DP/Allot. of shop/19-20/4141 dated 23-07-2020 of the Department of Panchayat Raj and Community Development, inviting objections and suggestions from all persons likely to be affected thereby before the expiry of 15 days from the date of publication of the Notification in the Official Gazette.

And whereas the said Gazette was made available to the public on 24-07-2020.

And whereas on receiving the objection, the aggrieved person suggestion/objection was heard and report was send to Government for approval.

And whereas the Government has approved the report to retain the rules as in the draft.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 5 read with sub-section (1) of section 240 of the Goa Panchayat Raj Act, 1994 (Goa Act 14 of 1994), the Government of Goa hereby makes the following rules namely Goa Panchayat (Allotment of premises on rent built in Panchayat area) Rules, 2020:—

1. *Short title and commencement.*— (1) These rules may be called the Goa Panchayat (Allotment of premises on rent built in Panchayat area) Rules, 2020.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. *Definitions.*— In these rules, unless the context otherwise requires,—

(a) "Authority" means the Authority specified in rule 3;

(b) "premises" means the premises built through Government funds or Panchayat funds in a Panchayat area and includes shop, kiosk, soppo, vacant open space therein;

(c) "allotee" means a person to whom premises to be allotted on rent after completion of bidding;

(d) "bidding" means offering of particular amount/rent by bidder for premises to be allotted on rent;

(e) "Government" means the Government of Goa;

(f) "allotment" means allotment of premises on rent to highest bidder by public auction;

Words and expressions used herein but not defined shall have the same meaning as assigned to them in the Act.

3. *Authority and its functions.*— (1) The Authority shall consist of,—

(a) Member of Legislative Assembly (MLA) elected from the constituency comprising concerned Village Panchayat ... Ex-officio member;

(b) The Sarpanch of the concerned Village Panchayat ..... Chairperson;

(c) The Deputy Sarpanch of the concerned Village Panchayat.....Member;

(d) The Block Development Officer of the concerned Block.....Member;

(e) Village Panchayat Secretary of the concerned Village Panchayat ..... Member Secretary.

(2) The Authority may co-opt not more than two members who are subject matter expert who shall be paid such sitting fees by the Panchayat as may be decided by Director of Panchayat from time to time.

(3) The Authority shall follow the procedure specified in these rules for allotting the premises and also guide the Panchayat in that connection. The Village Panchayat Secretary of the concerned Village Panchayat shall convene quarterly meeting of the Authority and as and when desired by the Sarpanch of Panchayat.

(4) The Authority shall follow bidding process in a transparent manner and recommend the highest bidder to the Village Panchayat for allotment of premises/shop/kiosk/soppo.

(5) The Authority shall lay down the procedure of its meeting. The record of its meeting shall be preserved in the Panchayat under the supervision of Block Development Officer.

(6) The Authority shall supervise the working of the Maintenance Committee.

(7) The Authority may recommend to the Village Panchayat to allot 10% of the total space of the building to be used for certain purposes as it may decide in public interest.

4. *Maintenance Committee of the premises and its functions.*— (1) The Maintenance Committee of the premises shall consist of:—

(a) Sarpanch of the concerned village Panchayat ... Chairperson;

(b) Deputy Sarpanch of the concerned village Panchayat ... Member;

(c) Health Officer, Assistant Engineer or Junior Engineer from Public Works Department and Assistant Engineer from Electricity Department, all having jurisdiction over concerned Panchayat area.....Members;

(d) Secretary of concerned village Panchayat ... Member-Secretary.

(2) The Maintenance Committee shall guide the Authority and Panchayat about maintenance of the premises including its repairs, painting, cleaning and also about disposal of garbage from Panchayat area in a scientific manner.

(3) The Maintenance Committee shall also guide the Panchayat about imposition of fines and penalties, parking of vehicles, answering periodic audit inspections, and to carry out weekly inspections.

(4) The Maintenance Committee shall recommend to the Village Panchayat about the repair works to be carried out, who in turn, after following codal formalities, shall carry out the work.

5. *Tendering and allotment of premises.*— (1) Allotment of premises should be done by



keeping social responsibility in mind, inclusiveness of local inhabitants and welfare of local talent, weaker sections of society, local unemployed youth, Startups, Socially beneficial enterprise, Government entities i.e. Public Works Department, Electricity Department, Post office, Police outpost, etc., by considering public purpose to be achieved.

(2) All the displaced vendors of the locality shall be given preference. Further, preference shall be given to persons who are to be rehabilitated. If any person donates land to the Panchayat, than preference be given to such person as per understanding reached between them.

(3) Wide publicity shall be given of the premises available for allotment by advertising in newspaper along with the timing of the bidding, time period of allotment, contractual obligations of allottees, circumstances under which the allotment becomes void, list of available spaces, spaces to be allotted to Government entities, etc.

(4) All allotment is to be carried out in a transparent manner.

(5) The area and rent calculation of the premises shall be determined by the Public Works Department (PWD) on a yearly basis and communicated to the Authority. These figures shall act as a baseline to prevent loss of rent.

(6) The Authority may arrive at the fair rent for soppo but not less than the rates fixed by Public Works Department (PWD).

(7) The tender procedure shall be as per codal norms.

(8) Allotment of premises shall be done to the highest bidder on the terms and conditions as fixed by the Panchayat by executing a leave and license Agreement.

6. *Eligibility conditions.*— (1) Any person, including trust, partnership firm, company or registered co-operative society registered in Goa may submit their application in Form-I

for premises/shop/kiosk/soppo along with following documents:

(a) Balance Sheet of three preceding years.

(b) Document showing TDS with minimum turnover of Rs 1,00,000 per annum.

(c) Registration certificate issued by Competent Authority.

(d) Self-attested copy of Photo ID/EPIC/Adhar Card Copy.

(e) Self-attested copy of Certificate showing birth in Goa and 25 years of residence in Goa.

(f) Non-refundable and non-adjustable Processing Fee of Rs. \_\_\_\_\_/-

(g) Demand Draft from nationalized bank towards

(i) Refundable Security deposit of Rs. \_\_\_\_\_

(ii) EMD of Rs. \_\_\_\_\_

(h) Documents of previous displacement.

(2) *In case of individual*,— (a) the Applicant must be major in age and ordinarily resident of Goa for at least 25 years on the date of application.

(b) the premises shall be for his own use and should not be sublet.

(c) Applicant shall not have been declared insolvent and should be in a position to pay rent and run a premises/shop/kiosk/soppo.

7. *Condition of allotment.*— (1) Applicant can apply for only one premises/shop/kiosk/soppo.

(2) EMD of Proxy applicants shall be forfeited.

(3) Shop/Soppo can be put to specific use, other than for banned items.

(4) The allottee shall use the allotted premises/shop/kiosk/soppo only for the

purpose for which it is let and shall not store hazardous and inflammable items.

(5) Allottee shall not create noise pollution or air pollution.

(6) Allottee shall obtain all statutory clearances from the Authority concerned and the Panchayat shall not be responsible for any consequences arising out of failure to do so.

(7) The application shall be summarily rejected if it is not accompanied with required documents.

(8) The application and documents shall be scrutinize by the Authority.

(9) The allottee shall have to make the premises/shop/kiosk/soppo functional within two months from the date of taking possession and submit the affidavit declaring allotted premises as functional.

(10) Without prejudice to the right of cancellation of allotment, the Panchayat may extend time for making premises/shop/kiosk/soppo functional, for a maximum period of another 2 months with penalty as specified under:

(a) For first four weeks the penalty shall be 4% of total rent.

(b) For second four weeks the penalty shall be 6% of total rent.

Thereafter, the allotment shall be liable to be cancelled and the amount deposited till the date of cancellation shall be forfeited in favour of the Panchayat and the allottee shall have no right to claim compensation thereof.

(11) Waste disposal shall be done by the allottee as per the law in force.

(12) Fire Safety Certificate shall be obtained by Allottee and shall be renewed.

(13) GST certificate shall be obtained.

8. *Payment schedule.*— The Allottee shall pay the rent fixed by Public Works Department/Authority by 5th of the subsequent month, failing which, interest at

the rate of 8% per annum shall be recovered from the Allottee.

9. *Execution of agreement.*— (1) The allottee shall be required to enter into a leave and license Agreement at the time of taking possession of the premises/shop/kiosk/soppo within 30 days from the date of allotment order. If the allottee fails to execute said agreement as mentioned above within said 30 days, the allotment shall be deemed to be cancelled.

(2) The Panchayat may cancel the allotment, if in its opinion it is necessary in larger public interest.

(3) The Panchayat shall enhance the annual rent on expiry of every one year from the date of execution of the Agreement by 5% of the annual rent payable at the time of such enhancement.

(4) All the funds received as rent shall be deposited in the concerned village Panchayat account and shall be utilized as under:—

(a) 30% of the rent received shall be used for the purpose of maintenance/repair of the Panchayat building, payment of common facilities including power bills, water bills, etc.

(b) The balance 70% of the rent received shall be the income of the Panchayat.

10. *Missuse of premises prohibited.*— (1) The allottee shall not use the allotted premises/shop/kiosk/soppo, etc. for any purpose other than for which the same has been allotted.

(2) The allottee shall not be entitled to divide/sublet the premises/shop/kiosk/soppo etc., or amalgamate it with any other premises/shop/kiosk/soppo.

(3) In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises/shop/kiosk/soppo etc. along with fixtures, fittings thereon, shall be the property of Panchayat without any compensation to the lessee.



11. *Liability to pay taxes, etc.*— The allottee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Authority empowered in this behalf.

12. *Termination/cancellation of allotment.*—

(1) The Panchayat shall cancel allotment and/or terminate Agreement if,

(a) allotment being obtained through misrepresentations/suppression of material facts;

(b) allottee violates any directions issued, or violates any law or rules or regulations framed under there or directions of Panchayat, Maintenance committee, Authority, Pollution Control Board or by any other statutory body;

(c) default on the part of the allottee to deposit security amount, rent payable, etc.;

(d) Breach of terms and conditions of allotment or Agreement.

(2) In the event of cancellation under clauses (a), (b) and (d) above, the entire deposits till the date of cancellation shall be forfeited and possession of the premises shall be resumed by the Panchayat and the allottee shall have no right to claim compensation thereof.

(3) After termination of leave and license Agreement, the allottee shall hand over vacant peaceful possession of the premises to the Panchayat. The allottee shall produce no dues certificate from water supply/ /Electricity Department and surrender the original Agreement if it is in his possession.

(4) The Panchayat shall recover all its dues, including rents payable from the security deposit made by the allottee in favour of Panchayat at the time of execution of leave and license Agreement. All other dues remaining unpaid shall be recovered as arrears of land revenue.

13. *Maintenance of premises.*— (1) The allottee shall bear the expenses towards sewerage, electricity, and water connection if not already availed to the premises.

(2) The allottee shall keep the premises and building at all times in good state and good sanitary condition to the satisfaction of the Maintenance Committee and shall also keep the surrounding area clean.

(3) The allottee shall abide all directions issued by the Authority, Panchayat and Maintenance Committee.

(4) In case of non-compliance of directions, the Panchayat may impose fine on defaulters.

(5) If the maintenance work of any area is not found satisfactory, then the required maintenance work will be carried out by the Panchayat and the expense incurred in carrying out such work will be borne by the allottee/s, collectively or in parts. The decision of the Panchayat in this regards shall be final.

(6) The allottee shall not display or exhibit any advertisement or placard in any part of the exterior wall of the building, on the grills of the windows, etc. except at a place specified for the purpose by the Panchayat.

(7) The allottee shall keep essential infrastructure/furniture inside the premises and not fix onto the walls or floor.

(8) The allottee shall not damage premises by way of writing, painting, fixing on the walls.

(9) Occasional inspections to gauge the cleanliness levels of the premises shall be carried out by the Health Officer who shall issue directions in writing to maintain the standard of cleanliness and hygiene of premises.

(10) CCTV shall be installed by the Panchayat at strategic locations for safety and security reasons.

(11) The Panchayat shall carry out regular sweeping and swabbing of the entire complex.

14. *Other conditions.*— (1) The Panchayat reserves the right to make such additions/ alterations or modifications in the terms and conditions of allotment from time to time as it may consider just or/and expedient.

(2) In case of any doubt regarding these terms and conditions the decision of the Panchayat shall be final and binding on the applicant/allottee.

(3) If due to any 'Force Majeure' or such circumstances beyond the control of Panchayat, the Panchayat is unable to make allotment or handover the possession of the premises/shop/kiosk/soppo, the security deposit will be refunded without any interest.

(4) Any dispute between the Panchayat and allottee shall be referred to the arbitration to be decided by Secretary (Panchayats) to the Government of Goa.

(5) All arrears due to the Panchayat shall be recoverable as arrears of land revenue.

(6) The allottee shall not use the premises for unlawful/illegal purposes or for storage and sale of products considered as fire hazard, such as, fire crackers, industrial

explosives, chemicals, etc. or for sale of tobacco and tobacco products.

By order and in the name of the  
Governor of Goa.

*Narayan Gad*, Director of Panchayats and  
ex officio Joint Secretary.

Panaji, 30th September, 2020.

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FORM-1

Name of the applicant/trust/firm/company/society:

Address of the applicants/firm/company/society:

Registration No. of firm/company/society:

Contact No:

E-mail address:

PAN card No:

Nature of business:

Bid amount:

*Signature*

Seal

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